

The condition of food grade soybeans must be such that, if cleaned with normal seed cleaning equipment, the final product will have a high quality appearance.

If the OPTIMUM GRAIN is contaminated or does not meet the physical or food grade quality specifications above, ELEVATOR will take receipt of the OPTIMUM GRAIN and the GROWER will receive CBOT price less market scale of discounts but no premium for the contaminated or out of specification OPTIMUM GRAIN.

GENERAL TERMS:

GROWER will obtain seed from a sales representative of Pioneer Hi-Bred International, Inc. or Cenex/Land O'Lakes. GROWER shall return to seed supplier any OPTIMUM SOYBEANS not used in planting for production of OPTIMUM GRAIN. All returned OPTIMUM SOYBEANS must be in good and merchantable condition. In the event there is a shortage of seed then OPTIMUM, in its sole discretion, may void this Agreement. If replanting is necessary, GROWER agrees to replant with the same variety, A241QT.

GROWER will preserve the identity of the OPTIMUM SOYBEANS from planting through delivery of the OPTIMUM GRAIN. GROWER agrees to use reasonable effort to prevent access of third parties to OPTIMUM SOYBEANS.

GROWER grants OPTIMUM and its designees free and easy access to the fields and grain storage facilities used in the production of the OPTIMUM GRAIN to inspect, evaluate and monitor the progress and condition of the crop and grain. GROWER agrees to provide a representative sample of its OPTIMUM GRAIN upon request. OPTIMUM will provide bags and sample shipping instructions to the GROWER. OPTIMUM or its representatives shall have the right to sample bins of OPTIMUM GRAIN prior to delivery.

In addition DUPONT is offering GROWER profit incentives that could include additional premiums for utilizing DUPONT crop protection chemicals. Please contact your local DUPONT representative for more details or call toll free 1-888-6-DUPONT for additional information on these incentives.

For production on land owned by a party other than the grower and with a crop share arrangement, the landlord's name and address shall be indicated below.

LIMITED LICENSE FOR PATENTS AND TRADE SECRETS:

The High Protein OPTIMUM SOYBEANS obtained by GROWER under this Agreement contain valuable trade secrets pertaining to High Protein quality traits that are proprietary to OPTIMUM (the "Protein Trade Secrets"). In addition, certain patents are pending with respect to High Protein OPTIMUM SOYBEANS (the "Pending Protein Patents").

OPTIMUM hereby grants a license to GROWER, subject to the Restrictions (as defined below), to use the Protein Trade Secrets and any Pending Protein Patents that issue prior to the expiration of this license to the extent necessary to grow the High Protein OPTIMUM SOYBEANS as provided in this Agreement. This license shall automatically terminate upon the earlier of delivery of the OPTIMUM GRAIN and August 31, 1999.

The license granted hereunder is subject to the following restrictions (the "Restrictions"):

1. GROWER may not use any OPTIMUM SOYBEAN or material directly or indirectly derived therefrom for breeding, research, seed production, reverse engineering or analysis of the genetic makeup thereof;
2. GROWER may not sell, transfer, give or supply, directly or indirectly, any OPTIMUM GRAIN or material directly or indirectly derived therefrom unless GROWER gives notice to the recipient of the terms and conditions of this Agreement and recipient agrees to be bound by such terms and conditions;
3. GROWER may not sell, transfer, give or supply, directly or indirectly, any OPTIMUM SOYBEAN, any of its seed components, or any material directly or indirectly derived therefrom (other than the OPTIMUM GRAIN) to any party for any purpose; and/or
4. GROWER may not use the OPTIMUM SOYBEANS, the OPTIMUM GRAIN or any material directly or indirectly derived therefrom for any purpose other than to grow and deliver the OPTIMUM GRAIN as expressly provided in this Agreement including, but not limited to, export outside the United States except by sale to OPTIMUM or OPTIMUM's designee.